

**Robertson Scholars Leadership Program  
Summer Programs 2021  
Permission for Emergency Treatment**

Name of Participant: \_\_\_\_\_ Vicki Stocking \_\_\_\_\_

Date of Birth: \_\_\_\_\_ 4/9/0000 \_\_\_\_\_

**Permission for Emergency Treatment**

A person participating in the Robertson Summer Programs may encounter a health emergency requiring hospitalization and/or immediate medical care and treatment. To prevent dangerous delay in treatment, participants are strongly encouraged to sign this Permission statement and have a copy at all times while involved in the Robertson Summer activities. A copy of this Permission statement should be given to someone who will be a close, local contact with the student during the summer. Another copy will be maintained with the Robertson Scholars Leadership Program office.

In the event of an emergency, illness or injury affecting me, I, the undersigned, hereby authorize immediate hospitalization and treatment recommended by and carried out under the supervision of a qualified physician or other medical personnel, including but not limited to administering an anesthetic and performing necessary surgery.

Further, an authorized representative of the local program or project in which I am participating may make medical decisions for me, including but not limited to decisions related to transferring me to alternate medical facilities for additional medical care.

I am covered by the following company and policy. (Indicate N/A if you do not have medical insurance for the summer besides the policy arranged by the Robertson Scholars Leadership Program.)

\_\_\_\_\_ Aetna \_\_\_\_\_ (Company Name)

\_\_\_\_\_ VS1234 \_\_\_\_\_ (Policy Number)

I further understand that I will be covered throughout the Summer Program by the Robertson Scholars Leadership Program Medical Insurance provided by Chubb Insurance Company (Policy # ADDN04836224), which encompasses emergency student accident and sickness insurance domestically.

Special Conditions: \_\_\_\_\_ None that impact my summer work \_\_\_\_\_

Allergies: \_\_\_\_\_ red meat, seasonal allergies \_\_\_\_\_

\_\_\_\_\_ Vicki Stocking \_\_\_\_\_ 5/19/2021 \_\_\_\_\_

Participant's Signature

Date

## Persons to Notify in Case of Emergency Illness or Accident:

In the event I am involved in a health or safety emergency situation during my participation in the program, I hereby authorize the Robertson Scholars Leadership Program, and its employees and/or agents, to notify the following person(s):

### PERSON TO BE CONTACTED

(Parents, guardian, spouse or partner, as appropriate)

Name: Bob Stocking

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: 919-260-8220

Email: bob.stocking@gmail.com

One copy of this form should be submitted to the Robertson Scholars Leadership Program. One copy should be carried with the Robertson Scholars Program Participant. If on religious or other grounds the participant is unwilling to sign the Permission for Emergency Treatment, a written explanation should be signed by both the participant and his/her parent/legal guardian, attached to this document, and returned to the Robertson Scholars Leadership Program Office.

Updated 5/18/2021

# ROBERTSON SCHOLARS LEADERSHIP PROGRAM

## Summer Program 2021

(Community, Exploration, Launch)

### Assumption of Risk, Indemnification, and Release of Liability Agreement

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

Name: Vicki Stocking Date of Birth: 4/9/0000

Mailing Address: 1411 Hatch Road, Chapel Hill, NC 27516

E-mail Address: stocking@robertsonscholars.org Telephone Number: 919-260-8221

Location of Program (City and State): Chapel Hill, Durham, and Tarboro NC

Inclusive Dates of Program: 5/10/2021 through 8/1/2021, 2021

Name of Emergency Contact: Bob Stocking Relationship: spouse

Telephone Number(s) of Emergency Contact: 919-260-8220

E-Mail Address of Emergency Contact: bob.stocking@gmail.com

---

**1. Introduction.** This Assumption of Risk, Indemnification, and Release of Liability Agreement (this “Agreement”) is designed to protect the Robertson Scholars Leadership Program, including its directors, officers, employees, agents, representatives, successors, and assigns (collectively, “Robertson Scholars”), from liability associated with the domestic summer program identified above (the “Program”). All scholars who choose to participate in the Program (each, a “Scholar”) must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms and conditions contained herein.

**2. Risks of the Program.** The Program is a domestic, on- or off-campus or remote opportunity for leadership development tailored to each Participant Robertson Scholar. *Instructions to Participant: Describe the Program activities you expect to participate in this summer (e.g., internships, projects) and indicate the risks of participation in each.*

I will spend the summer organizing and supporting Robertson Scholars as they figure out internships and other activities, connect with each other, learn about them selves and grow their leadership development, and prepare for the upcoming academic year and beyond. Some specific tasks include finalizing housing, arranging events, coordinating with individuals who work with the Scholars, (alumni, community organizations). The main risks will be email/Zoom/screen fatigue, heat exhaustion from driving around, and anxiety about the well-being of every local Robertson Scholar. Travel will be limited to driving locally.

Participation in the Program involves risks of loss associated with such travel, lodging, and activities, including without limitation personal injury, property damage, and even death.

**3. Assumption of the Risks.** The Scholar represents and warrants that he or she: (i) has read, understands, and voluntarily assumes the risks described above; (ii) has read, understands, and voluntarily assumes the risks outlined in all applicable Program literature, whether provided by Robertson Scholars or an independent third party; (iii) and has heard, understands, and voluntarily assumes the risks outlined during all applicable Program meetings, whether held by Robertson Scholars or an independent third party.

**4. Indemnification and Release of Liability.** In consideration of the opportunity to participate in the Program and to the maximum extent permitted by applicable law, **THE SCHOLAR HEREBY AGREES TO INDEMNIFY, RELEASE, DEFEND, AND HOLD ROBERTSON SCHOLARS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, CLAIMS, JUDGMENTS, LOSSES, ACTIONS, CAUSES OF ACTION, FINES, FEES, PENALTIES, SETTLEMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES"), RESULTING FROM OR ARISING OUT OF THE SCHOLAR'S PARTICIPATION IN THE PROGRAM, EXCEPT FOR DAMAGES THAT ARE FULLY AND FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE DIRECTLY RESULTED FROM THE INTENTIONAL ACTS OR GROSS NEGLIGENCE OF ROBERTSON SCHOLARS.**

**5. Conduct.**

- a. The Scholar acknowledges and agrees that he or she shall, at all times during the Program, abide by and be subject to: (i) applicable federal, state, and local law; (ii) the policies and procedures of Robertson Scholars; (iii) the policies and procedures of the University of North Carolina at Chapel Hill and/or Duke University, as applicable; and (iv) the policies and procedures of the Program partners (collectively, the "Policies and Procedures").
- b. The Scholar acknowledges and agrees that Robertson Scholars may terminate his or her participation in the Program if the Scholar:
  - i. fails to abide by the Policies and Procedures;
  - ii. fails to meet the requirements of the Program;
  - iii. illegally possesses a firearm, weapon, or incendiary device;
  - iv. and/or commits or assists with the commission of any act that, in the sole discretion of Robertson Scholars, threatens, is detrimental to, or is incompatible with the mission of Robertson Scholars or the goals and objectives of the Program.
- c. The Scholar acknowledges and agrees that, due to the nature of the Program, the procedures for notice, hearing, and appeal applicable to regular, on-campus, student disciplinary proceedings may not apply. Therefore, the Scholar hereby waives such procedures and agrees that if he or she is removed from the Program, then the Scholar may be sent home at his or her own expense, with no refund of costs, expenses, or fees.
- d. The Scholar acknowledges and agrees that he or she will attend to any legal problems that the Scholar encounters during or in connection with the Program. The Scholar also acknowledges and agrees that Robertson Scholars is not responsible for providing any assistance to or for the Scholar in connection with such problems.

**6. Health and Safety.**

- a. The Scholar represents that, based on the Scholar's knowledge of his or her own health, he or she is fit to participate in the Program.
- b. The Scholar acknowledges and agrees that: (i) the Scholar is responsible for his or her own healthcare during the Program; (ii) the Scholar is responsible for all costs and expenses associated with such care, whether or not such costs and expenses are covered by insurance; and (iii) Robertson Scholars is not obligated to pay for such care, including without limitation, prescription medications, medical treatments, or hospital visits.
- c. The Scholar hereby authorizes Robertson Scholars, or its designee, to consent on his or her behalf to the provision of emergency medical care, including without limitation, the examination, diagnosis, and treatment of any emergency condition or injury that the Scholar may experience during the Program. This consent shall include, without limitation, emergency blood transfusions, surgical procedures, the administration of anesthesia, and other medical tests and procedures recommended by healthcare providers. The Scholar acknowledges and agrees that all such treatment shall be at the Scholar's expense, and the Scholar hereby agrees to reimburse Robertson Scholars, or its designee, for any expenses that it may incur as a result of the Scholar's condition or treatment. This consent shall not give rise to, and is not intended to give rise to, a legal duty owed by Robertson Scholars to the Scholar, and the Scholar hereby releases and forever discharges Robertson Scholars from any Damages arising out of or related to Robertson Scholars' granting, failing to grant, seeking, or adequately supervising the Scholar's medical care.

7. **Right of Notification.** The Scholar hereby authorizes Robertson Scholars to notify his or her spouse, parents, and/or legal guardians (collectively, the “Interested Parties”) regarding his or her participation in the Program. The Scholar further authorizes Robertson Scholars, for the duration of the Program, to share any documents and/or information related to his or her participation in the Program with the Interested Parties for the limited purpose of informing them about the Program activities and occurrences, as well as the Scholar’s risks and obligations undertaken pursuant to this Agreement.
8. **Governing Law and Venue.** The laws of the State of North Carolina, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this Agreement, including its interpretation, construction, and enforcement. Any claim or action arising out of or relating to this Agreement must be brought exclusively in a court of competent jurisdiction in Durham County, North Carolina, and the Scholar voluntarily submits to the jurisdiction of such courts for this purpose.
9. **Severability.** If any portion or provision of this Agreement is adjudged to be invalid or unenforceable, then the remainder of the Agreement will continue in full force and effect.

**I have read this entire Agreement and understand that, by signing below, I am giving up legal rights that I may otherwise have, including the right to sue. My decision to participate in the Robertson Scholars Leadership Program is voluntary.**

x Vicki B. Stocking  
Signature of Scholar

5/20/2021  
Date